

Panaji, 7th July, 2011 (Ashada 16, 1933)

SERIES II No. 14

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

*Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 13 dated 30-06-2011 as follows:*

- 1) *Extraordinary dated 5-07-2011 from pages 277 to 280 regarding Notifications from Department of Elections (Office of the Chief Electoral Officer).*
- 2) *Extraordinary (No. 2) dated 5-07-2011 from pages 281 to 282 regarding Notification from Goa Legislature Secretariat.*

### GOVERNMENT OF GOA

#### Department of Agriculture

Directorate of Agriculture

#### Order

No. 8/15/2011/D.Agr/158

- Read: 1) Order No. 8/17/2006/D.Agr/63 dated 22-03-2010.
- 2) Order No. 8/15/2006/D.Agr/98 dated 23-04-2010.
- 3) Order No. 8/60/2007-08/D.Agr/116 dated 17-05-2010.
- 4) Order No. 8/15/2009/D.Agr/117 dated 17-05-2010.
- 5) Order No. 8/60/2007-08/D.Agr/121 dated 21-05-2010.
- 6) Order No. 8/15/2006/D.Agr/96 dated 23-04-2010.
- 7) Order No. 8/15/2006/D.Agr/97 dated 23-04-2010.

Government is pleased to grant extension of ad hoc promotion to the following Officers in the pay scales and period mentioned against their names on the same terms and conditions as indicated in the above stated Orders:

#### 1) SMS (Plant protection/Horticulture):

Sr. No.	Name of the Officer	Pay scale	Period of extension
1	2	3	4
1.	Shri Satish Dev	₹ 15,600-39,100+ + ₹ 5,400/- G. P.	05-07-2010 to 04-07-2011.
2.	Shri Babal Prabhu	₹ 15,600-39,100+ + ₹ 5,400/- G. P.	05-07-2010 to 04-07-2011.

#### 2) Agriculture Officers:

1.	Shri Anant Hoble	₹ 9,300-34,800+ + ₹ 4,600/- G. P.	05-10-2010 to 04-10-2011.
2.	Shri Nitin Bakhale	₹ 9,300-34,800+ + ₹ 4,600/- G. P.	05-10-2010 to 04-10-2011.
3.	Shri Dattaprasad Dessai	₹ 9,300-34,800+ + ₹ 4,600/- G. P.	05-11-2010 to 04-05-2011.
4.	Shri Anil A. De Noronho	₹ 9,300-34,800+ + ₹ 4,600/- G. P.	05-11-2010 to 04-05-2011.
5.	Shri Shivram B. Naik Gaonkar	₹ 9,300-34,800+ + ₹ 4,600/- G. P.	05-11-2010 to 04-05-2011.
6.	Shri Shrikant Mone	₹ 9,300-34,800+ + ₹ 4,600/- G. P.	05-10-2010 to 04-10-2011.
7.	Shri Girish A. Kenkre	₹ 9,300-34,800+ + ₹ 4,600/- G. P.	05-10-2010 to 04-10-2011.
8.	Shri Kishor N. Bhavé	₹ 9,300-34,800+ + ₹ 4,600/- G. P.	29-11-2010 to 28-05-2011.
9.	Shri Pradeep M. Malik	₹ 9,300-34,800+ + ₹ 4,600/- G. P.	29-11-2010 to 28-05-2011.

#### 3) Assistant Director of Agriculture:

1.	Shri Madhav B. Kelkar	₹ 15,600-39,100+ + ₹ 5,400/- G. P.	05-11-2010 to 04-05-2011.
2.	Shri Nevil Alphonso	₹ 15,600-39,100+ + ₹ 5,400/- G. P.	05-11-2010 to 04-05-2011.
3.	Shri Datta B. Kossambe	₹ 15,600-39,100+ + ₹ 5,400/- G. P.	05-10-2010 to 04-10-2011.

1	2	3	4
4. Shri Nelson Figueiredo	₹ 15,600-39,100+ +₹ 5,400/- G. P.	05-10-2010 to 04-10-2011.	

**4) Deputy Director of Agriculture:**

1. Shri Girish Kamat	₹ 15,600-39,100+ +₹ 6,600/- G. P.	05-10-2010 to 04-10-2011.	
2. Shri Vinod Deshmukh	₹ 15,600-39,100+ +₹ 6,600/- G. P.	05-10-2010 to 04-10-2011.	

This is issued with due concurrence of the Goa Public Service Commission vide their letter No. COM/II/11/2(3)/92-06(Part file)/465 dated 28-06-2011.

By order and in the name of the Governor of Goa.

*S. S. P. Tendulkar*, Director & ex officio Joint Secretary (Agriculture).

Tonca, Caranzalem, 28th June, 2011.

**Notification**

No. 3/1/PP/6/2011-12/D.Agri/149

In exercise of the powers conferred under Section 20 of the Insecticide Act, 1968 read with Section 21 sanction of the Government is hereby accorded for the appointment of Shri Kishor Bhawe, Agriculture Officer (PP) (Gazetted) in the Directorate of Agriculture, Goa to act as a Insecticide Inspector in the entire State of Goa and also authorized to inspect manufacturing units of insecticide.

He shall exercise the powers as laid down in Section 21 of the Insecticides/Act, 1968 and perform duties as laid down in Rules 27 of the Insecticide Rules, 1971. In addition the Insecticides Inspector is authorized to inspect the manufacturer of insecticides and shall also perform duties as specified in Rules 28 of the above Rules.

This notification shall come into force from the date of its publication in the Official Gazette.

By order and in the name of the Governor of Goa.

*S. S. P. Tendulkar*, Director & ex officio Joint Secretary (Agriculture) .

Tonca, Caranzalem, 29th June, 2011.

**Department of Co-operation**

Office of the Registrar of Co-operative Societies

**Order**

No. 1-3-71/EST/RCS/(Part)Vol.II/4588

On the recommendations of the Departmental Selection Committee, Government is pleased to promote Shri Avit S. Naik holding the post of Special Auditor/Co-operative Officer in the office of the Registrar of Co-op Societies, Panaji to the post of Asstt. Registrar of Co-op. Societies, Group "B" Gazetted purely on ad hoc basis for a period of one year in the Pay Band—2 of ₹ 9,300-34,800+ ₹ 4,600/- (Grade Pay).

Consequent upon promotion of above officer, the posting and transfer is ordered alongwith other officer on administrative grounds as follows:

Sr. No.	Name of the officer	Place of posting on promotion and transfer
1.	Shri Avit S. Naik, Special Auditor/Co-op. Officer in the office of the Registrar of Co-op. Societies, Headquarters, Panaji	On promotion as Asstt. Registrar of Co-op. Societies to the Camp Court(II), The Goa Urban Co-operative Bank Ltd., Panaji.
2.	Shri S. M. Iqbal, Asstt. Registrar of Co-op. Societies, Camp Court(II), The Goa Urban Co-operative Bank Ltd., Panaji	On transfer as Asstt. Registrar of Co-op. Societies, Central Zone, Panaji.

The above ad hoc appointment of Shri Avit S. Naik shall be for a period of one year and shall not bestow on him any right to claim for regular appointment and the services rendered by him will be purely on ad hoc basis and shall be counted for the purpose of seniority in that grade and for the eligibility for promotion to the next higher grade.

The pay and allowances of the promote shall be debited to the concerned Budget Head.

This order shall come into the force from the date of taking over the charge by the concerned officers to the next posting.

By order and in the name of the Governor of Goa.

*P. K. Velip Kankar*, Registrar of Co-op. Societies & ex officio Joint Secretary.

Panaji, 30th June, 2011.

Office of the Asstt. Registrar of Co-operative Societies

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**Order**

No. 10-11-93/ADM/375

- Ref.: (1) Audit report of the Harmal Sahakari Dudh Vya. Saunstha Maryadit, Harmal, Pedne-Goa for the year 2009-2010.
- (2) Letter dated 28-3-2011 received from the Chairman of Harmal Sahakari Dudh Vya. Saunstha Maryadit, Harmal, Pedne-Goa.
- (3) Show Cause Notice No. 10-11-93/ADM/15 dated 7-4-2011.

Whereas Harmal Sahakari Dudh Vya. Saunstha Maryadit, Harmal, Pedne-Goa has been Register vide code No. PRD-(C)-10/AR(Dairy)-Goa on 28-11-1983 and under sub-classification Agricultural Producers Society in terms of Rules 9 of erstwhile Co-operative Societies Rules, 1962. The main objects of the society are clearly laid down in its bye-laws No. 1.2 viz. to encourage the farmers to undertake milk business and also to assist and guide them for encouraging the milk production, to give reasonable rate to the milk, to undertake cattle-feed, Green Fodder activities and to make available Green Fodder to the farmers at reasonable rate etc.

And Whereas, it is observed that the society has not convening Annual General Body Meeting for the Co-op. year 2009-10 as required in terms of Section 72 of the Goa Co-operative Societies Act, 2001 which shows that the General members and also Board of Directors of the said society are not interested in managing the affairs of the society. It is mandatory on the part of the management to convene the Annual General Meeting within 9 months from the date of close of the year which they failed to comply with.

And Whereas, it is also observed that not a single meeting of the Board of Directors of the society have been convened for last two years which gives clear indication that the Board of Directors are not interested to manage the affairs of the society and failed to perform their duties in term of Section 62 of the Act in force, and as a result the functioning of the society has come to stand still.

And Whereas, it is observed that the society has not adopted the Model Bye-Laws prepared in the line of the Goa Co-operative Societies Act, 2001 and Goa Co-operative Societies Act, 2003 till this date inspite of various instructions issued by this

office which shows negligence on the part of Management of the society.

And Whereas, it is also observed that the society has violated the provisions of the Act by not crediting filing fees as required under provision of Section 81 of Goa Co-operative Societies Act, 2001 for last two years.

And Whereas, it is observed that the audit of the aforesaid society has been completed upto 31-3-2010. The balance sheet of the said society indicates that the society has sustained accumulated loss ₹ 35,251=61 upto 31-3-2010 and further it is also reported by the auditor that the affairs of the society has come to stand still and non of the members are interested in running the affairs of the society for the betterment of the members as well as for securing its objectives.

And Whereas, the chairman of the aforesaid society vide letter dated 28-3-2011 informed this office that they have closed the affairs of the society. Neither the members are interested in supplying milk to the society nor willing to take active part in the functioning of the society. The prevailing condition has emerged on account of non-performing of the functions by the management as envisaged in the bye-laws for achieving its objectives.

And Whereas, this office vide No. 10-11-93/ADM/15 dated 7-4-2011 has issued show cause notice addressed to all the Board members as to why the affairs of the Harmal Sahakari Dudh Vya. Saunstha should not be liquidated in terms of Section 92 of the Act and sought clarification within a month. The notice was acknowledged by all the concerned. However no reply is given to the said notice till date. The act of the management clearly indicates that Directors as well as general share holders are not at all interested in the working of the society and there is no necessity to allow its mere existence without doing any transactions.

In view of the facts highlighted hereinabove, I am of the considered opinion that the functioning of the said society is not carried out as required under provision of Act, Rules and bye-laws of the society. If the same condition is allowed to continue then there is a possibility of deteriorating the financial position of the society to a greater extent. The very purpose of achieving the objectives as laid down in its bye-laws appears to have been defeated.

In view of the above, I pass the following Order.

## ORDER

In exercise of the powers vested in me under Section 92 of the Goa Co-op. Societies Act, 2001, I, V. B. Devidas, Asstt. Registrar of Co-op. Societies, (Dairy), Ponda hereby direct and order that the affairs of Harmal Sahakari Dudh Vya. Saunstha Maryadit, Harmal, Pedne-Goa be wound up.

Further, by virtue of powers vested in me under Section 93(1) of the Goa Co-op. Societies Act, 2001 I, V. B. Devidas, Asstt. Registrar of Co-op. Societies, (Dairy), Ponda-Goa hereby appoint Shri S. K. Gauns, Sr. Auditor Co-op. Societies (Dairy), Ponda-Goa as a Liquidator of the Harmal Sahakari Dudh Vya. Saunstha Maryadit, Harmal, Pedne-Goa with immediate effect.

Sd/- (V. B. Devidas), Asstt. Registrar of Co-op. Societies (Dairy).

Ponda, 27th June, 2011.

Department of Education, Art & Culture

Directorate of Higher Education

## ORDER

No. 8/2/2008-DHE/1400

On the recommendations of the Screening Committee/DPC under the Chairmanship of Secretary (Higher Education) for granting of Selection/Reader's Grade as per the UGC guidelines, the Government is pleased to grant Selection/Reader's Grade in the pay scale of ₹ 15,600-39,100 with AGP of ₹ 8,000/- (₹ 12,000-420-18,300 pre-revised) to the teaching faculty in the Government College of Arts, Science and Commerce, Sanquelim-Goa, w.e.f. the date indicated against their names as detailed below:

Sr. No.	Name of the Lecturer	Date of eligibility
1.	Dr. (Ms.) Jyoti V. Sawant, Assistant Professor/Lecturer in Chemistry	20-6-2009 Reader from October, 2009.
2.	Ms. Shubha Kamat, Assistant Professor/Lecturer in Computer Science	20-6-2009.
3.	Ms. Sudhapoorna P, Librarian	30-01-2007.

This issues in supersession of Government order No. 8/2/2008-DHE dated 18-10-2011.

By order and in the name of the Governor of Goa.

N. P. Signapurker, Under Secretary (Higher Education).

Panaji, 27th June, 2011.

Directorate of Technical Education

College Section

## ORDER

No. 16/228/Recruit-Posts/GEC/08-09/PF.II/3332

Read: Memorandum No. 16/228/Recruit-Posts/GEC/08-09/PF.II/3237 dated 20-06-2011.

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/I/5/18(3)/97/378 dated 15-03-2011, Government is pleased to appoint Smt. Ameeta Gajanan Sinai Amonkar on temporary basis to the post of Professor in Electronics & Telecommunication Engineering in Goa College of Engineering, Farmagudi, Ponda-Goa with initial pay fixed at ₹ 43,000/- in the Pay Band of ₹ 37,400-67,000 plus Academic Grade Pay of ₹ 10,000/- with effect from the date of joining as per the terms and conditions contained in the memorandum cited above.

Her appointment is against the vacant post of Dr. K. J. Khatwani, Professor in Electronics & Telecommunication Engineering. The said post has been revived vide Order No. 16/250/Creation & Revival of Posts of GEC/DTE/10/2405 dated 12-07-2010.

Smt. Ameeta Gajanan Sinai Amonkar will be on probation for a period of one year.

She should join duties within 30 days of the receipt of this order, failing which this order is liable to be cancelled without further notice.

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 30th June, 2011.



## Department of Information and Publicity

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Order

No. DIP/Admn/PF/VSW/P&amp;MAGG/11-12/1978

The resignation submitted by Shri Vishnu Surya Wagh from the post of Press and Media Advisor to Government is hereby accepted.

*Menino Peres*, Director & ex officio Joint Secretary (Information & Publicity).

Panaji, 29th June, 2011.

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Department of Labour—  
Notification

No. 28/1/2011-LAB/233

The following award passed by the Industrial Tribunal-cum-Labour Court, at Panaji-Goa on 16-05-2011 in reference No. IT/13/2008 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*Hanumant T. Toraskar*, Under Secretary (Labour).

Porvorim, 27th June, 2011.

IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble  
Presiding Officer)

Ref. No. IT/13/2008

Shri Rube D'Souza & 7 Others,  
C/o Suhas Naik,  
Velho Building, 2n Floor,  
Opp. Municipal Garden,  
Panaji, Goa.  
V/s

... Workmen/Party I

The Manager,  
M/s. Maria Rosa Resort,  
Naika wada Calangute,  
Bardez-Goa.

... Employers/Party II

The Partner,  
M/s. Kylesal Holidays (P) Ltd.,  
Naika wada Calangute,  
Bardez-Goa.

Workman/Party I represented by Adv. Suhas Naik.

Employer/Party II represented by Adv. A. V. Nigalye.

## AWARD

(Passed on this 16th day of May, 2011)

By order dated 18-4-08, the Government of Goa in exercise of powers conferred under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication.

- (1) Whether the action of the management of M/s. Maria Rosa Resort, Naikawada, Calangute, Goa, owned by M/s. Kylesal Holidays Private Limited, Panaji-Goa, in terminating the services of S/Shri Rube D'Souza, Chandrashekar Shirodkar, Vishwas R. Narvekar, Somnath Gosavi, Kalidas Polle, Siddarth Dhargalkar, Vincent D'Souza and Dyneshwar Kannaik, with effect from 20-5-2004 is legal and justified?
- (2) If not, to what relief the Workmen are entitled?"

2. On receipt of the reference, IT/13/08 was registered. Notices were issued to both parties. The Party I/Employees have filed claim statement at Exb. 5. The Party II/Resort have filed written statement at Exb. 6. The case of the Party I/Employees in brief is that they were the permanent employees of Party II/Resort. That vide letters dated 18-5-04, the Personnel Manager of Party II/Resort informed the employees that they were given break in service w.e.f. 20-5-2004. The Party I/Employees have claimed that after terminating their services, the Party II/Resort employed new Workmen in their place. The Party I/Employees have claimed that the action of Party II/Resort is illegal and unjustified. The Party I/Employees have therefore, claimed reinstatement with all consequential relief.

3. The Party II/Resort has claimed that the Party I/Employees are not "Workmen" within the meaning of Sec. 2(S) of the Act. The Party II/Resort further claimed that some of the Party I/Employees who are also the parties in reference IT/18/08, which also pertains to termination of their services. The Party II has denied that the services of Party I/Employees were terminated. The Party II stated that it was suffering heavy losses and as economy measures they decided to give break to some of their employees. During the monsoon season, the Party II has stated that the employees were instructed to join duties from October, 2004. The Party I/Employees did not report to work and

that they were gainfully employed. The Party II has stated that the Party I/Employees are not entitled for any relief.

4. It may be mentioned that even before the rejoinder could be filed, the Party I/Employees and the representative of Party II/Resort remained present before the Tribunal alongwith their representative advocates and stated that the dispute stands resolved in view of the consent terms filed in IT/18/08. The Party I/Workmen and the Party II/Employer have filed a joint application/ /terms at Exb. 8 stating that they have no claim/ /demand against each other and have prayed to pass consent award as per the terms at Exb. 8.

5. I have perused the records. The indication that parties have filed consent terms in IT/18/08 and in view of the said settlement, they do not have any further claim/demand against each other. The present dispute, therefore, stands resolved in terms of the consent terms at Exb. 8. Hence, I pass the Award as under:

#### ORDER

1. The Workmen and the Goa Trade and Commercial Workers Union representing Workmen hereby declare that all their dispute with the Employer/Party II have been conclusively settled by the consent terms dated 20-4-2011 filed in Reference IT/18/2008 in the Hon'ble Industrial Tribunal-cum-Labour Court and they have no further claim or demand of whatsoever nature against the Employer/Party II.
2. The Employer/Party II hereby declare that they have no claim or demand of whatsoever nature against the Workmen/Party I and the Goa Trade & Commercial Workers Union.
3. No order as to costs. Inform the Government accordingly.

Sd/-  
(A. Prabhudessai),  
Presiding Officer,  
Industrial Tribunal &  
Labour Court.

#### Notification

No. 28/1/2011-LAB/235

The following award passed by the Industrial Tribunal-cum-Labour Court, at Panaji-Goa on 05-04-2011 in reference No. IT/29/09 is hereby

published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).

Porvorim, 27th June, 2011.

#### IN THE INDUSTRIAL TRIBUNAL-CUM- -LABOUR COURT AT PANAJI, GOA

(Before Smt. Anuja Prabhudessai, Hon'ble  
Presiding Officer)

Ref. No. IT/29/09

Rep. by Gomantak Mazdoor Sangh,  
G-5, Macedo Appartment,  
Tisk, Ponda-Goa. ... Workmen/Party I  
V/s

M/s. Chowgule Industries Pvt. Ltd.,  
Campal,  
Panaji-Goa. ... Employer/Party II

Workmen/Party I represented by Shri P. Gaonkar.

Employer/Party II represented by Adv. Shri Rajesh  
Kinnerkar.

#### ORDER ON EXB. 8/INTERM AWARD

(Passed on this 5th day of April, 2011)

1. By this order I propose to dispose of the application dated 5-11-2009 (Exb. 8), whereby the Party I/Union has sought interim relief of Rs. 2,500/- per month.

2. The brief facts necessary to decide this application are as under:

The Party I/Union is representing the Workmen employed by the Party II, which is engaged in sales and service of the vehicles manufactured by M/s. Maruti Udyog Ltd. and Swaraj Mazda. The Party II started the sales and service activities in the State of Goa, in the year 1995. The settlement dated 22-3-2005 between Party I/Union and the Party II Company expired on 30-6-2008. The Party I/Union submitted a fresh charter of demand vide letter dated 10-6-2008. The matter was taken in conciliation but the parties failed to arrive at a settlement and the Asstt. Labour Commissioner submitted the failure report to the Government. On receipt of the failure report, the Government vide order dated 4-9-2009 referred the dispute to the Tribunal to adjudicate upon the legality of the demands raised by the Union vide charter of demand dated 10-6-2008.

3. On receipt of the Reference, IT/29/09 was registered and notices were issued to both parties. Pursuant to which the Party I has filed his claim statement at Exb. 5 and the Party II filed its written statement at Exbt. 6. By application dated 5-11-2009 (Exb. 8) which is under consideration, the Party I has claimed interim relief of Rs. 2,500/- per month.

4. The Party I has claimed that from July, 2004 to August, 2009 the consumer price index has increased from 2549 to 3698 and therefore there is tremendous increase in the inflation and the wages paid to the Workmen are insufficient to meet their day-to-day needs. The Party I has stated that the Party II is making huge profits and is in a very sound financial position to meet the demands of the Workmen. The Party I has stated that there is huge disparity between the salary paid to the officers and the wages paid to the Workmen. The Party I has stated that the workers who were confirmed during the period of settlement were not given VDA as per the terms of the settlement. The Party I has stated that due to more than 80% increase in the All India Consumer Points and increase in the inflation, the purchasing power of the rupee is decreased tremendously. Hence, the demand for interim relief is justified and fair.

5. The Party II has claimed that the Party I/Union has no local standi to espouse the demands of the Workmen belonging to Auto dealership and marketing activities. The Party II has stated that the Party I/Union has not filed any document to show that it is a duly registered under Trade Union Act.

6. The Party II has stated that there is no provision in the Act to grant interim relief. The Party II has further stated that any additional financial burden will have crippling effect on its financial capacity thereby jeopardizing the very survival of the Company in the highly competitive market. The Party II has stated that the demand for interim relief is not based on industry-cum-region basis.

7. The Party II has stated that in the last settlement the average rise in salary was Rs. 1,088/- approximately. Therefore, the present demand for Rs. 2,500/- per month is exorbitant. The Party II has stated that the financial position of the Party II is not sound. The Party II has denied that there is tremendous increase in inflation. The Party II has stated that various clauses of the settlement which were in force from 1st July, 2004 till 30th June, 2008, take care of the increase in the cost of living. The Party II has denied that there is disparity in the wage structure of the officers vis-à-vis the

Workmen. The Party II has stated that these are entirely two different categories and are not comparable. The Party II has also denied that there is 80% increase in All India consumer points as alleged and that the purchasing power of the rupee has gone down. The Party II has therefore cleared that the Workmen are not entitled for interim relief.

8. Lnd. Adv. Shri S. Goankar has argued on behalf of the Party I and Lnd. Adv. Shri Kinnerker has argued on behalf of the Party II. I have perused the records and considered the arguments advanced by the respective advocates.

9. I shall first deal with the preliminary objection raised by Lnd. Adv. Shri Kinnerker as regards the jurisdiction of the tribunal to grant interim relief. He has submitted that the term 'Award' as defined under Section 2(b) of the Act "means an interim or a final determination of any industrial dispute. Lnd. Adv. Shri Kinnerker claims that Award can be passed only when there is adjudication on merits. In the present case the Party I has not sought for interim Award but has made an application for interim relief. He claims that there is no provision for interim relief. In support of this contention he has relied upon the decisions in the following cases *SITAL v/s CGIT Jabalpur* (1969 II LLJ 275), *COX & Kings* (1977 I LLJ 471).

10. Lnd. Adv. Shri S. Gaonkar has argued that the tribunal has jurisdiction to grant interim relief. He has relied upon judgment in the case of *Hotel Imperial v/s Hotel Workers Union* (AIR 1959 SC 1342), *Oil and Natural Gas Corporation v/s Transport and Dock Workers Union* (CDJ 2007 BHC 359) and *Webel Nicco Electronics Ltd. v/s Anima Raj* (1997 II CLR 158).

11. It may be mentioned that in *Cox and Kings (Agents) Ltd. (Supra)* the question was whether dismissal of reference on a preliminary question amounts to an "Award" and whether such "Award" precludes another reference within a period of one year.

12. In the case of *Sital (Supra)*, the Madhya Pradesh High Court has held that the recording of a settlement by which the tribunal allowed the dispute to be withdrawn for settlement by private arbitration was not adjudication by the tribunal and did not amount to an award within the meaning of the Act.

13. Both these judgments are not relevant to decide the question whether the tribunal has jurisdiction to grant interim relief. Infact, the case of *Hotel Imperial (Supra)* is a complete answer to

the submissions made by Lnd. Adv. Shri Kinnerker. In this case one of the main contentions before the Apex Court was whether an Industrial Tribunal is competent to grant interim relief without making an interim award which should have been published. The Apex Court has held that "the interim relief where it is admissible can be granted as a matter incidental to the main question referred to the tribunal without being itself referred in express terms". The Apex Court has further held that "the definition of the word 'award' shows that it can be either an interim or final determination either of the whole of the dispute referred to the tribunal or of any question relating thereto. Thus, it is open to the tribunal to give an award about the entire dispute at the end of all proceedings. This will be final determination of the Industrial dispute referred to it. It is also open to the tribunal to make an award about some of matters referred to it whilst some others still remain to be decided. This will be an interim determination of any question relating thereto. In either case it will have to be published as required by Section 17. Such awards are however, not in the nature of interim relief for day to day industrial dispute of ... some question relating thereto. Interim relief, on the other hand, is granted under the power conferred on the tribunal under Section 10(4) with respect to matters incidental to the points of dispute for adjudication".

14. The contention of Lnd. Adv. Kinnerker, that this decision has been overruled in the subsequent judgment of the Apex Court in the case of Goa MRF Employees Union v/s M/s. MRF Ltd. (Civil Appeal 1007 of 2004) has no merits. The case of the MRF Employees Union had come up before the Division Bench of the Apex Court. The Division Bench did not agree with the view of the three judge bench in Hotel Imperial and referred the matter to a larger bench. Nothing has been placed on record to show that the matter has been decided by a larger bench or that the judgment in the case of Hotel Imperial has been overruled by a larger bench.

15. It is also pertinent to note that in the case of Oil and Natural Gas Corporation v/s Transport and Dock Workers Union (supra), the division bench of the Bombay High Court has held that the law on the point of jurisdiction of the Industrial Tribunal to grant interim relief, as it stands today, therefore, is the one which has been laid down by in the management Hotel Imperial and M/s. Lokmat Newspaper Pvt. Ltd. binding.

16. Similarly, in the case of Webel Nicco Electronics Ltd. v/s Anima Roy (1997 II CLR 168), the

Division Bench of Calcutta High Court has held that the power of the Labour Court, Tribunal etc. to grant interim relief is derived from Section 10(4) and that it is discretionary in nature. It is held that the discretion must be exercised accordingly to the established principles for granting of interim relief.

17. The next submission of Lnd. Adv. Shri Kinnerker is that the Party I/Union has no locus standi to espouse the cause of the Workmen involved in sales and services which is not included in Schedule A of its constitution. He has further argued that the constitution of the Union shows that it can organize labour not only in the State of Goa but also in the other States. He has argued that when the object of the Trade Union is not confined to one State the Central Government is the 'Appropriate Government' while in other cases the State Government would be the 'Appropriate Government'. In support of this submission, Lnd. Adv. Kinnerker has placed reliance upon the decision of the Bombay High Court in Maharashtra Engg. Plastic and General Kamgar Union v/s Chamundi Petroleum & ors. (2007 I CLR 810) and the decision of the Karnataka High Court in BPL Group of Companies Karmikara Sangh (Regd) v/s Commissioner of Labour & ors. [2001(1) LLN 599].

18. Per contra, Lnd. Adv. Shri S. Goankar has argued that Schedule 'A' of the constitution clearly shows that the Union is authorized to represent workers employed in wholesale and retail trade in motor vehicles. Lnd. Advocate Shri S. Gaonkar has further argued that the State Government is the appropriate Government for the purpose of making the reference.

19. A perusal of the application for registration of the Union and its constitution and rules clearly indicate that the Party I/Union was registered under the Trade Unions Act, 1926. It came into existence on 18-12-1980, while Goa, Daman & Diu was a Union Territory. The object of the Union amongst others was to organize and unite the persons employed in different industries in the Union Territory of Goa, Daman & Diu. A perusal of Schedule A of its constitution indicates that the Union was authorized to represent the workers employed in several industries listed therein. Clause 19 of Schedule A refers to 'Motor Vehicles' and clause 21 refers to 'Commerce (a) Wholesales and Retail Trade.' The Party I has stated that the Party II is a Company engaged in business of sales and service of vehicles manufactured by M/s. Maruti Udyog Ltd. and Swaraj Mazda. In para 17 the written statement the Party II has admitted



that its activities include the sales and services of vehicles manufactured by M/s. Maruti Udyog Ltd. and Swarj Mazda. These activities, *prima facie*, are covered by clause 19 and 21 of Schedule A to the constitution. This being the case the Union is entitled to represent the workers employed of Party II Company.

20. In the case of BPL Group Company Karmikara Sangha (*Supra*) the Union was issued notice for withdrawal of certificate of registration on the ground that the object of the Union was not confined to one state and the appropriate Government for registration was the Central Government. It was held that the Central Government, *vide* notification dated 26th February, 1952, had entrusted the functions of the Central Government under the Act to the States in relation to the Trade Unions whose objects are not confined to and whose office is situated in the concerned State. It was held that the registration was legal and valid.

21. There is no dispute that the Union has to be registered by the appropriate Government as defined in Section 2 of the Trade Unions Act, 1926. In the instant case the Party I/Union is duly registered under Trade Union Act, 1926. There is no dispute regarding registration of the Party I/Union by the appropriate Government. It is to be noted that the registration certificate is neither cancelled, withdrawn nor sought to be cancelled or withdrawn in terms of Section 10 of Trade Union Act. Hence for all legal purpose, the Party I is a 'Trade Union' within the meaning of Section 2(q) of the Industrial Dispute Act. Hence the decision in the case of BPL (*Supra*) is not at all applicable to the facts of the present case.

22. The dispute in this reference relates to the charter of demand espoused by the Party I/Union on behalf of the employees of the Party II Company. The Workmen of Party Company are the members of Party I/Union and as such the Party I/Union is entitled to espouse the dispute. The Party II Company is not an industry which is covered under Section 2(a)(i) of the Industrial Dispute Act. Hence, in terms of Section 2 (a)(ii) of the Industrial Dispute Act, the State Government is an "appropriate Government" and the State Government has referred the dispute relating to the charter of demand to this tribunal for adjudication.

23. The next and crucial question which falls for my determination is whether the Party I has made out a case for grant of interim relief.

24. Lnd. Adv. Shri S. Gaonkar has argued that the previous settlement was under Section 18(3)(d) of

the Act. The Party II has not extended benefits of the settlement to the employees who had joined subsequent to the settlement. He has argued that the previous settlement was in force from 2004 till 2008. He has argued that the management has not entered into a fresh settlement. He further contents that average consumer index which was 514 in the year 2004 has gone upto 843 in the year 2010 and considering the sharp increase in cost of living, wage revision *prima facie* is necessary at an interim stage. He has argued that the balance sheets on record show that the Party II has financial capacity to bear the additional burden. He has further argued that the total workforce entitled for interim relief does not exceed 40 and as such the financial implications are not very high. He has relied upon the decision of the Apex Court in the case of Remington Rand of India and its Workmen (judgment dated 26-2-1962 in Civil Appeals 12 & 13 of 1961), *The Workmen v/s The Management of Reptakos Bret & Co. Ltd.* (1992 LLR 1), and the decision of Calcutta High Court in the case of *Webel Nicco Electronics Ltd. v/s Anima Roy* (1997 II CLR 158).

25. Lnd. Adv. Shri Kinnerker has argued that the Workmen are given average incentive. He contends that since the Company is paying a very good package, the Workmen are not entitled for any interim relief. Lnd. Adv. Shri Kinnerker has argued that there is no material on record to show what would be the financial burden and whether the Company is in a position to bear the additional financial burden. Hence, there can be no interim wage revision solely on the basis of increase in consumer price index. Lnd. Adv. Shri Kinnerker has argued that in fixing a fair wage, it is necessary for the tribunal to compare wage scale prevailing in similar concerns. Lnd. Adv. Shri Kinnerker has argued that the Party I has not placed on record any material of such comparable establishments and as such the Party I is not entitled for any interim relief. He has relied upon the decisions of the Apex Court in *Williamsons (India) Pvt. Limited and its Workmen* (1962 I LLJ 302) *Novex Dry Cleaners & its Workmen* (1962 I LLJ 271), *M/s. Polychem Limited and R. D. Tulpule* (1962 II LLJ 29), *French Motor Car Ltd. and their Workmen* (1961 2 LLJ 744), *Greaves Cotton Co. v/s Workmen* (1961 I LLJ 342), *Remington Rand of India Limited v/s Workmen* (1969 19 FLR 4), *Workmen of Balmar Lawrie & Company v/s Balmar Lawrie Co.* (1964 I LLJ 380) and *Airfreight Ltd. v/s State of Karnataka & ors.* (1999 II CLR 537). He has also relied upon decisions of Bombay High Court in *Purohit & Purohit v/s Sarva Shramik Sangh* 1962 2 LLJ 185 & *B.P. Steel*

Industries P. Ltd. v/s Industrial Workers Union 1998 II CLR 611 2007 I CLR 810 & the decision of Allahabad High Court in Govind Bhawan Karyalaya v/s State of Uttar Pradesh 2011 I CLR 264.

26. The principles which emanate from the aforesaid decisions are that while fixing wage structure, prevailing wage scales in comparable Industries or concerns in the region should be considered. The comparable character has to be considered in the light of material facts and circumstances, generally proved by documentary evidence. Increase in cost of living is a material factor in wage revision. Impact of the wage structure on the financial position of the employer is also a relevant and important factor in fixing wage structure.

27. The aforesaid principles are no doubt required to be considered at the time of fixing of final adjudication i.e. the wage structure on merits. The application under consideration is for interim relief. As it has been held in the case of *Webel Nicco Elect. Ltd.* (Supra) "this interim relief is by definition prayed for at the commencement of the proceedings or at least before the conclusion of the main proceeding. It would be temporary in nature and would continue until and be subject to the final determination of the dispute or the lis. Generally, at that stage the Court cannot determine whether ultimately the final relief will be granted. It is for this reason that Courts have laid down two broad guidelines for the grant of temporary reliefs namely; (a) the prima facie case of the applicant and (b) the balance of convenience".

28. The question which therefore falls for my consideration is whether the Party I has made out a prima facie case for grant of relief and whether the balance of convenience tilts in favour of the Party I.

29. It is not in dispute that the last settlement was in force from 1st July, 2004 till 30th June, 2008. The said settlement expired on 30th June, 2008. It is also not in dispute that the Party I/Union had submitted a fresh charter of demand. The conciliation has failed and on receipt of the failure report, the Government has referred the dispute. In short, since the date of the expiry of the previous settlement till date, no fresh accord has been reached between the Workmen and the Party II Company.

30. It is also to be noted that Lnd. Adv. Shri S. Gaonkar has stated that the benefits of earlier settlement are not extended to the employees who have joined subsequently. He has submitted that VDA is increased only in respect of some

employees and that those who have joined subsequently have not been given any benefit. This contention has not been denied but the contention of Lnd Adv. Shri Kinnerker is that the Workmen have been given average incentive. Needless to state that incentive is a good will gesture which is dependent on productivity, whereas wages of the Workmen cannot be based solely on the productivity. These are dues which constitute an intrinsic part of the employee's right to life. It is an entitlement to which the employees are entitled by dint of the work which they have put in. Hence the employees cannot be deprived of their legitimate right on the ground that they are being paid incentives.

31. It is true that the Party I has not placed on record any data of the prevailing wage structure in the comparable industries in the region. Nonetheless the Party I has placed on record a statement showing year wise rise in consumer price index. A perusal of the same clearly shows that the average consumer price index which was 514 in the year 2004 has gone upto 843 in the year 2010. It is therefore, evident that the cost of living has gone up considerably since the last settlement and also after the expiry of the settlement. In the case of *French Motor Car Co.* (Supra) the Apex Court has held that where there has been a large increase in the cost of living since the wage scales were last fixed, this change in economic conditions would be sufficient to make out a case for the revision of wage structure, notwithstanding that the same had been fixed only a few years before. In the instant case as stated earlier there is rise in cost of living since the last settlement and this justifies grant of interim relief in order to meet the rise in cost of living.

32. Lnd. Adv. Shri S. Gaonkar has argued that considering the strength of the workforce, the financial implications are negligible and the Party II Company is in sound financial position to bear the additional burden. In support of this contention the Party I has produced the annual reports of the Company for the year 2007-2008 and 2008-2009. The said reports contain audited accounts. The said reports indicate that sales as well as income of the Company have gone up considerably. The balance sheets of the Company also show that the profit of the Company has increased to a great extent every year. Hence, at this interim stage it can be prima-facie inferred that the financial position of the Company is quite sound so as to bear the burden of interim relief.

33. It is a common knowledge that due to several factors the final adjudication of demands often gets

delayed beyond the statutory period. Very often the Workmen are the sole earners and their families are solely dependent on their wages to meet basic demands of livelihood i.e. food, shelter and clothing besides other requirement like education, transport, medical expenses etc. Hence the delay in such adjudication causes great hardship to the Workmen and their families. In the instant case even issues are not settled. It is therefore obvious that a considerable time will be required to adjudicate the dispute on merits. The prices of the essential commodities have sky rocketed and under the circumstances delay in grant of relief will cause greater hardship and inconvenience to the Party I then that will be caused to Party II. Hence, the balance of convenience tilts in favour of the Party I. Consequently, the Party I is entitled for interim relief.

34. Now, coming to the quantum of interim compensation, the Party I has claimed interim compensation of Rs. 2,500/- per month. As stated earlier the Party I has not produced any material to show the prevailing wage scales of comparable concerns in the region. The Party I has also not stated the basis on which it has claimed Rs. 2,500/-. However considering the fact that the last settlement expired in the year 2008 and from 2008 till 2010 and that there is more than 60% increase in consumer price index, in my view, interim relief of Rs. 750/- per month can be considered as justified, fair and reasonable. In the case of the Manager, Jaipur Syntex Ltd. v/s P. O. and Tribunal 1990 I LLJ 323, the Rajasthan High Court has held that the Tribunal has power to award interim relief but such interim relief can be granted from the date of the application seeking interim relief.

35. In the circumstances and in view of discussion supra. I pass the following order.

#### ORDER

1. The application for interim relief (Exb. 8) is partly allowed.
2. The Party II shall pay to the Workmen Rs. 750/- p.m. as interim relief from the date of the application till the final Award.
3. The amount paid by way of interim relief shall be adjusted at the time of passing of the final Award.
4. The arrears of interim relief from the date of the application till the date of the Award shall be paid within three months from the date of publication of Award.

Inform the Government accordingly.

Sd/-  
(A. Prabhudessai),  
Presiding Officer,  
Industrial Tribunal-cum-  
-Labour Court-I.

#### Notification

No. 28/1/2011-LAB/234

The following award passed by the Industrial Tribunal-cum-Labour Court, at Panaji-Goa on 03-06-2011 in reference No. IT/1/96 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).

Porvorim, 27th June, 2011.

#### IN THE INDUSTRIAL TRIBUNAL-CUM- -LABOUR COURT AT PANAJI-GOA

(Before Smt. Anuja Prabhudessai, Hon'ble  
Presiding Officer)

Ref. No. IT/1/96

Shri Anand Babu Sopte ... Workman/Party I  
V/s

M/s. Captain Lobo Beach  
Hide-away,  
Baga-Calangute,  
Bardez-Goa.

... Employer/Party II

Workman/Party I represented by Adv. Shri Suhas Naik.

Employer/Party II represented by Adv. Shri R. Gauthankar.

#### AWARD

(Passed on this 3rd day of June, 2011)

By order dated 22-12-1995, the Government of Goa has referred the following dispute to this Tribunal for adjudication.

"(1) Whether the action of the management of the M/s. Captain Lobo Beach Hide-away, Baga-Calangute, Bardez, Goa, in refusing employment to Shri Anand Babu Sopte, Room Boy, with effect from 13-11-1994 is legal and justified?

(2) If not, to what relief the Workman is entitled?"

2. On receipt of the reference, IT/1/96 was registered. Notices were issued to both parties, pursuant to which the Party I has filed his claim statement at Exbt. "4" and Party II has filed its written statement at Exbt. "6". The rejoinder of Party I is at Exbt. "7".

3. The case of the Party I is that he was working for the Party II as a Room Boy w.e.f. 7-10-91. The Party I has claimed that he was covered under E.S.I. and was paid salary of Rs. 927/- per month, besides three meals a day. The Party I has claimed that his services were orally terminated on 13-11-1994, without assigning any reasons. On 22-11-1994, the Party I, through the Union, raised an industrial dispute. Vide notice dated 24-11-1994, the Asstt. Labour Commissioner, Mapusa, requested both the parties to attend conciliation proceedings. The Party II did not attend the conciliation proceedings and as such the Asstt. Labour Commissioner submitted failure report dated 23-4-1995.

4. The Party I has stated that the Party II had neither issued any notice nor paid any compensation to him while refusing employment. The Party I has stated that the action of the Party II in refusing employment is illegal and unjustified. The Party I has therefore sought reinstatement with continuity in service and full back wages.

5. The Party II has denied that the Party I was employed w.e.f. 7-10-1991, on monthly salary of Rs. 927/-. The Party II has stated that the Party I was paid wages of Rs. 485/- per month in addition to free meals while on duty. The Party II has denied having terminated the service of Party I. The Party II has stated that on 13-11-1994, the Party I had expressed his desire to leave the job. The Party I had collected his salary that was due to him upto 13-11-1994. The said amount was paid to him under voucher dated 13-11-1994. The Party II has stated that the reference is null and void since the Party I had collected all his dues in full and final settlement and had voluntarily left the work. The Party II has stated that the fact that the Party I had left the job voluntarily was communicated to the Asstt. Labour Commissioner vide reply dated 6-12-1994. The Party II has stated that the Party I is not entitled for any relief.

6. Based on the aforesaid pleadings the following issues were framed.

1. Whether the Party I proves that he was employed with the Party II as a Room Boy w.e.f. 7-10-1991 on monthly wage of Rs. 927/-.

2. Whether the Party I proves that the Party II refused employment to him on 13-11-1994 without assigning any cause or reason?

3. Whether the Party I proves that the action of the Party II in refusing employment to him w.e.f. 13-11-1994 is not legal and justified?

4. Whether the Party II proves that the reference is null and void for the reasons stated in para "A" of the written statement?

5. What Award?

7. Both parties adduced oral as well as documentary evidence. Lnd. Adv. Shri Suhas Naik has filed written arguments on behalf of the Party I. He has argued that the oral evidence of the Party I as well as the identity card at Exb. W-1 amply proves that the Party I was working for the Party I as a Room Boy from 7-10-1991 on a monthly salary of Rs. 927/-. Lnd. Adv. Shri Naik has further argued that the evidence of the Party I further proves that the Party II had orally terminated his services on 13-11-1994. Lnd. Adv. Shri Naik has argued that though the Party II has claimed that the Party I had left the service voluntarily the reply at Exb. E-3 shows that the service of the Party I was terminated for misconduct without holding any enquiry. The Party II had also not paid retrenchment compensation. Hence, the termination is illegal and unjustified and the Party I is entitled for reinstatement with all consequential benefits.

8. Lnd. Adv. Shri Gauthankar has filed written arguments at Exb. 20 on behalf of Party II. He has argued that the burden of proving all the issues were on the Party I and that the Party I has failed to adduce any corroborative evidence to support his contention of illegal termination. It is further argued that the Party I has not pleaded that he is unemployed since 13-11-1994. Lnd. Adv. Shri Gauthankar therefore claims that the Party I is not entitled for any relief.

9. I have perused the records and considered the arguments advanced by the Lnd. Advocate for the Party II and my findings on the aforesaid issues are as under:

10. *Issue No. 1:* It is not in dispute that the Party I was employed with Party II as a Room boy. The dispute only relates to the duration of the employment and the quantum of wages paid to the Party I. The Party I has averred in the claim statement and has deposed before this Tribunal that he was employed w.e.f. 7-10-1991 on monthly wages of Rs. 927/-. It is to be noted that Captain Lance Lobo, the Director of Party II, has stated in



his evidence before the Tribunal that the Party I had joined the services of the establishment on 1-10-1992. This statement is not borne out of pleadings as in the written statements, the Party II had vaguely denied that the Party I was in service w.e.f. 7-10-1991 without specifying the date on which the Party I was in employment. It is also to be noted that though Captain Lance Lobo has claimed that the Party I was being paid monthly wage of Rs. 485/-, his evidence vis-a-vis the voucher at Exb. E-1 indicates that the Party I was paid Rs. 339/- towards his wages due upto 13-11-1994. The fact that the Party I was paid wages of Rs. 339/- for thirteen days work falsifies the contention of the Party II that the Party I was paid salary of Rs. 485/- per month.

11. It is also pertinent to note that Captain Lobo has deposed that the Party II was maintaining all the required records such as, attendance register, wage register etc. These documents would have certainly established the date of appointment and the wages paid to the Party I. The Party II has neither produced these documents nor assigned reasons for not producing these documents. Non-production of these vital documents constitutes failure on the part of the Party II to produce the best evidence and a presumption has therefore to be raised against it that if such evidence had been produced, the same would have gone against the case propounded by it.

12. Thus, in the absence of specific pleadings and records such as Appointment Letter and the Attendance Register/Muster Roll, the statement of Captain Lance Lobo that the Party I was appointed on 1-10-1992 on monthly salary of Rs. 485/-, cannot be believed. Under the circumstances I am inclined the contention of Party I that he was in service of Party II since 7-10-1991, on monthly wage of Rs. 927/-. Hence, issue No. 1 is answered in the affirmative.

13. *Issues No. 2 and 4:* These issues are taken up together since they are inter-connected. It is not in dispute that the Party I was in service till 12-11-1994. The Party I has claimed that the Party II had orally terminated his services on 13-11-1994, whereas the Party II has claimed that the reference is not maintainable as the Party I had left the services voluntarily. In view of the rival contentions of the respective parties, the question which falls for consideration is whether services of the Party I have been wrongfully terminated w.e.f. 13-11-1994, or whether the Party I had voluntarily left the services having taken all his dues.

14. In this regard, the Party I has deposed that the Party II had terminated his service w.e.f. 13-11-1994. He has further deposed that he had requested the Party II to take him back in service. As there was no response, he contacted the Union and vide letter dated 22-11-1994, the Union requested the Managing Director of the Party II to reinstate the Party I in service. Copy of the letter dated 22-11-1994 is at Exb. W-2. This letter states that the Party I had been refused employment with effect from 13th November, 1994, without any reason or cause. By this letter, the Union had called upon the Managing Director of the Party II to reinstate the Party I immediately with full back wages and continuity in service. The Party I has deposed that despite receipt of the said letter the Party II did not take him back in service.

15. The Party I has further deposed that a copy of the said letter at Exb. W-2, was also forwarded to the Asstt. Labour Commissioner, Mapusa, with a request to intervene in the matter immediately. The Party I has stated that the Party II did not attend the conciliation proceeding. The Party I has placed on record the minutes of the conciliation proceedings at Exb. W-3 and the failure report at Exb. W-4. A perusal of the minutes and the failure report clearly corroborate the statement of the Party I that the Party II had failed to attend the conciliation proceedings held by the Asstt. Labour Commissioner, Mapusa.

16. The evidence of Party I clearly indicates that he was in continuous service of the Party II from 7th October, 1991 till 13th November, 1994 and that he was refused employment with effect from 14th November, 1994 without specifying any reasons. It is to be noted that within less than ten days therefrom, the Party I had contacted the Union and raised a grievance about his termination. Had the Party I left the service voluntarily, he would not have resorted to such action. Thus, the fact that the Party I had approached the Union immediately leads to an inference that the Party I had not left the service voluntarily but he was removed from service.

17. It may be mentioned that in *(M/s. Nicks (India) Tools v/s. Ram Surat and another, reported in 2004(8) S.C.C. 222*, the Apex Court held that since the management admitted that the Workman was in their service till a particular date, the burden of proving that he voluntarily left the service would fall on the management.

18. In the case of *G. K. Medekar v/s Zenith Safe MFG. CO. & Ors. (1996 I CLR 172)* the Hon'ble Bombay

High Court has held that *"In cases of voluntary abandonment of services, it is a matter of intention. It depends on facts of each case. It is a matter of inference being drawn on given set of facts. The employer unilaterally cannot say that the Workman is not interested in employment. It is for this reason the domestic enquiry is required to be held. Even before the Labour Court, the employer is required to prove clearly by evidence that the Workman had voluntarily abandoned his service. If the Labour Court finds that there is no evidence led by the employer and if the Labour Court finds that it is word against word, then the benefit goes to the Workman and not to the Employer. The primary onus to lead evidence to prove voluntary abandonment of the service is on the employer."*

19. Reverting to the facts of the present case, in the written statement filed before this Tribunal, the Party II has denied having terminated the service of the Party I. The Party II had merely averred that on 13-11-1994, the Party I had expressed desire to leave the job, as he was not interested in continuing his association with the Party II. It was stated that the Party I had stopped attending duties w.e.f. 14-11-1990. Captain Lance Lobo has admitted in his cross-examination that the Party I had not given anything in writing stating that he was leaving the services of the Party II. This witness has also admitted that no letter was sent to the Party I asking him to report for duties. Thus, there is no documentary evidence to prove that the Party I had left the service voluntarily and since it is word against word, the benefit goes to the Party I.

20. It may be mentioned that though the Party II has claimed that the Party I had left the job voluntarily, the Party II has not adduced any evidence to show that the Party I had secured a better job or had any other reasons for leaving the job. Under the circumstances, it is indeed difficult to believe that the Party I would himself stop reporting for duty, since he would be a person in need of the employment. Hence, it can be safely inferred that the services of the Party I were discontinued by the Party II, rather than the Party I himself failing to report for duty.

21. It is also pertinent to note that, on receipt of the notice from the Asstt. Labour Commissioner, the Party II had sent a reply dated 6-12-1994 (Exb. E-3). In the said reply it was stated that the Party I was irregular and remained absent without any reason and that he used to also report late for duties and when questioned he used to get arrogant. The reply states that there was a spate of

robbery and on analyzing the situation; it was found that the Party I used to remain absent a day after the robbery. It is further stated that the Party I was rude, arrogant and used to intimidate the staff. It is stated that the Party II was not happy with his services and attitude. This reply further states that when the Party I was informed that his services would be terminated in case he did not improve, the Party I stated that he did not want to work. It further stated that Captain Lobo was briefed about the situation and that he had instructed to relieve the Party I since he was not happy with the job. Accordingly, the Party I was paid his dues and was relieved from service. The witness Captain Lance Lobo has admitted the contents of the said reply.

22. It is thus clear that though the Party II has alleged that the Party I had left the services voluntarily, in the same breadth, the Party II has made serious allegations of misconduct. In such cases, as it has been held by the Bombay High Court in the case of G. K. Medekar (supra), the Court is required to lift the veil and find out the substance behind the termination. As stated earlier there is no evidence on record to show that there were any compelling reasons for the Party I to leave the job. A bare perusal of the reply at Exb. E-3 indicates that the Party II was not happy with the services of the Party I. The Party II had not only made serious allegations of misconduct against the Party I but had also threatened to terminate his service in case he did not show improvement. It is therefore clear that the Party II was interested in discharging the services of the Party I. This fact leads to an inference that the Party II had terminated the services of the Party I. Under the circumstances, in my considered view, the evidence on record amply proves that the Party I had not abandoned the service but his service was orally terminated by the Party II. Consequently, the objections raised by the Party II on the maintainability of the reference are devoid of merits. Hence, the issue No. 2 is answered in affirmative and issue No. 4 is answered in negative.

23. *Issue No. 3:* It is well-settled principle that if misconduct is the foundation of dismissal then domestic enquiry is essential. Similarly in case of retrenchment within the meaning of Section 2(oo), the Employer is required to comply with the condition precedent prescribed in Section 25 F of the Act.

24. Reverting to the facts of the present case, the Party I was in continuous service from 7-10-1991. It is not in dispute that at no point of time the Party II had informed the Party I about his unsatis-

factory work or his arrogance or other acts of misconduct, which are spelt out in the reply at Exb. E-3. The Party I was not served with any memorandum, notice, or charge-sheet and the Party II did not hold domestic enquiry and did not terminate the services of the Party I for any act of misconduct.

25. There is absolutely no evidence on record to show that the termination was covered by any of the four stipulated categories, which are not included in the definition of 'Retrenchment' i.e. (i) Voluntary retirement of a Workman; (ii) Retirement of the Workman on reaching the age of superannuation as contained in the contract of employment; (iii) Termination of the service of the Workman as a result of the non-renewal of the contract of employment on its expiry or upon such contract being terminated in accordance with a stipulation contained therein and (iv) A termination on the ground of continued ill-health. Hence the Party II was required to comply with the procedure contemplated under Section 25-F of the Industrial Disputes Act, 1947. It is to be noted that though the Party II has claimed that the Party I was paid all his dues, the receipt at Exb. E-1 indicates that the Party I was only paid wages for the month of November. He was not issued any notice and was not paid any retrenchment compensation. It is therefore evident that the Party II had not complied with the mandatory procedure prescribed under Section 25F. This being the case, the termination of the Party I is held to be illegal and unjustified. The issue No. 3 is therefore answered in affirmative.

26. Issue No. 5: Having held that the termination is illegal, the next question that falls for my determination is what relief the Party I is entitled to. In the case of *In-charge Officer & Anr. v/s Shankar Shetty 2010(9) SCC 126* and *Senior Superintendent Telegraph (Traffic) Bhopal v/s Santosh Kumar Seal & Ors. AIR 2010SC 2140*, the Apex Court has reiterated that "*It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employees was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is an contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice.*"

27. In *Talwara Co-op. Credit & Service Society Ltd. v/s Sushil Kumar (2008 (9) SCC 486)* the Apex Court has held that "*Grant of a relief of reinstatement, it is trite, is not automatic. Grant of back wages is also not automatic. The Industrial Courts while exercising their power under Section 11A of the Industrial Disputes Act, 1947 are required to strike a balance in a situation of this nature. For the said purpose, certain relevant factors, as for example, nature of service, the mode and manner of recruitment, viz. whether the appointment had been made in accordance with the statutory rules so far as a public sector undertaking is concerned etc. should be taken into consideration.*"

*For the purpose of grant of back wages; one of the relevant factors would indisputably be as to whether the Workman had been able to discharge his burden that he had not been gainfully employed after termination of his service."*

28. It is thus well settled that gainful employment is one of the relevant aspects that needs to be considered while granting the relief. As regards the onus of proving this aspect, in *Kendriya Vidyalaya Sangathan and Another v. S.C. Sharma, (2005) 2 SCC 363* the Apex Court has held that "*...When the question of determining the entitlement of a person to back wages is concerned, the employee has to show that he was not gainfully employed. The initial burden is on him. After and if he places materials in that regard, the employer can bring on record materials to rebut the claim.*" Similarly, in the case of *U. P. State Brassware Corporation Ltd. v/s Udai Narain Pandey, reported in 2006 AIR(SC) 586*, the Apex Court has reiterated that "*It is now well-settled by various decisions of this Court that although earlier this Court insisted that it was for the employer to raise the aforementioned plea but having regard to the provisions of Section 106 of the Indian Evidence Act or the provisions analogous thereto, such a plea should be raised by the Workman.*"

29. In the light of aforesaid principles, there can be no dispute that the burden was on the Party I to prove that he was not gainfully employed since the date of termination of his service. In the instant case, the service of the Party I was terminated in the year 1994. Seventeen long years have lapsed since the date of termination. The Party I has neither pleaded nor proved that he was not gainfully employed during this interregnum period. The Party I has also not explained how he has maintained himself in these seventeen years. These facts lead to an inference that the Party I is gainfully employed and is therefore not entitled for reinstatement and instead monetary compensation would meet the ends of justice. Considering the

fact that the Party I had worked only for three years in my considered opinion, the compensation of Rs. 50,000/- in lieu of reinstatement shall be appropriate, just and equitable.

Under the circumstances and in view of discussion supra, I pass the following order:

#### ORDER

1. The action of the management of M/s. Captain Lobo Beach Hide-away, Baga-Calangute, Bardez, Goa, in refusing employment to Shri Anand Babu Sopte, Room Boy, with effect from 13-11-1994, is held to be illegal and unjustified.
2. The Party II is directed to pay to the Party I monetary compensation of Rs. 50,000/- within two months from the date of publication of award failing which the same shall carry interest at the rate of 9% p.a.

Inform the Government accordingly.

Sd/-  
(A. Prabhudessai),  
Presiding Officer,  
Industrial Tribunal-cum-  
Labour Court-I.

#### Department of Personnel

#### Order

No. 7/2/99-PER(PF)

Read: Order No. 7/2/99-PER(PF) dated 19-5-2011.

The following officer shall hold the charge of the posts mentioned against his name with immediate effect, in addition to his own duties and until further orders:

Sr. No.	Name of the Secretary	Name of the Posts/Departments
1.	Shri B. Vijayan, IAS (AGMU:82) Principal Secretary PWD, Urban Development, Water Resources	Panchayati Raj, Science & Technology Factories & Boilers Environment Vigilance, Special Secretary (Personnel), Special Secretary (ARD), Archives & Archaeology, Gazetteer.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Personnel-II)  
Porvorim, 30th June, 2011.

#### Department of Planning, Statistics & Evaluation

Directorate of Planning, Statistics & Evaluation

#### Order

No. 402/36/IV-AGRI/2008-09/DPSE/655

Whereas the Ninth Agricultural Census 2010-11 is being conducted during the year, and whereas it is necessary to appoint District Census Officers, Charge Officers, Supervisors and Enumerators, for the smooth and efficient conduct of the Agricultural Census, 2010-11.

Now, therefore, the Government is placed to make the following appointments for the aforesaid purpose with immediate effect.

1. The Circle Inspector/Statistical Assistants/Extension Officers as Supervisors.
2. All the Village Panchayat Secretaries, Talathis and Gram Sevaks as Enumerators.

By order and in the name of the Governor of Goa.

Anand Sherkhane, Director and ex-officio Joint Secretary (Planning).

Panaji, 30th June, 2011.

#### Notification (01)

No. 402/36/IV-AGRI/2008-09/DPSE/652

Government is pleased to appoint the following officers for the effective and smooth conduct of Ninth Agricultural Census 2010-11 which is being conducted in Goa State during the current year as follows:

- |  |  |
|--|--|
| 1. Secretary (Agriculture)                               | Agricultural Census Commissioner.                          |
| 2. Director of Planning, Statistics & Evaluation, Panaji | Deputy Agricultural Census Commissioner.                   |
| 3. The Collector, North Goa                              | District Agricultural Census Officer, North Goa District.  |
| 4. The Collector, South Goa                              | District Agricultural Census Officers, South Goa District. |
| 5. Mamlatdars  | Taluka Level Charge Officers.                              |

Tiswadi, Mormugao  
Bardez, Salcete



Pernem, Sanguem  
Bicholim, Quepem  
Satari, Canacona  
Ponda and Dharbandora

6. Group 'A' and 'B' Officers Additional Charge  
of Directorate of Officers.  
Planning, Statistics  
& Evaluation

#### Duties/Responsibilities

1. Agricultural Census Commissioners will be overall In-charge of the Census in Goa State.
2. Deputy Agricultural Census Commissioner will assist Agricultural Census Commissioner in all respects.
3. District Agricultural Census Officers (DACO) will be overall In-charge of respective District and Talukas therein. They will guide & monitor the duties of Mamlatdars in appointing enumerators from amongst village level functionaries such as Talathis, Gramsevakas and Panchayat Secretaries. However DACO & TACO will be provided with a list of supervisors from amongst staff of statistical cadre who are presently working as Taluka Levels by the DPSE.
4. Taluka Level Charge Officers will be responsible for allocating duties to enumerators appointed by the Government vide Government Order No. 402/36/IV-AGRI/2008-09/DPSE/655 dated 30-6-2011. They will make arrangements for training programme at their respective talukas. They are responsible for making provision for storage of blank Schedules & filled in Schedules.
5. Additional Charge Officers will be responsible for conducting trainings at taluka level in their capacity as Additional Charge Officers/Master trainers. They will oversee the field work at Taluka level and Taluka Level Charge Officer shall co-ordinate such meetings.

By order and in the name of the Governor  
of Goa.

*Anand Sherkhane*, Director and ex officio Joint  
Secretary (Planning).

Panaji, 30th June, 2011.

#### Notification (02)

No. 402/36/IV-AGRI/2008-09/DPSE/653

Consequent upon the Government of India, Ministry of Agriculture's decision to conduct the Ninth Agricultural Census 2010-11 in India, the

Government of Goa is pleased to constitute a State Level Co-ordination Committee (SLCC) comprising of following Officers for smooth and efficient conduct of the Ninth Agricultural Census in this State during the current year:

- |  |                   |
|--|-------------------|
| 1. Secretary (Agriculture)   | Chairman.         |
| 2. Collector, North Goa  | Member.           |
| 3. Collector, South Goa  | Member.           |
| 4. Director of Agriculture   | Member.           |
| 5. State Informatic Officer, NIC, Goa Branch                                 | Member.           |
| 6. Representative of Ministry of Agriculture, Government of India, New Delhi | Member.           |
| 7. Director of Planning, Statistics & Evaluation, Panaji.                    | Member Secretary. |

#### Note:

- i) The Committee shall be responsible for looking into all aspects relating to smooth & efficient conduct of the Agricultural Census.
- ii) The Committee shall meet atleast once in three months.

By order and in the name of the Governor  
of Goa.

*Anand Sherkhane*, Director and ex officio Joint  
Secretary (Planning).

Panaji, 30th June, 2011.

#### Notification (03)

No. 402/36/IV-AGRI/2008-09/DPSE/654

Consequent upon the Government of India, Ministry of Agriculture's decision to conduct the Ninth Agricultural Census 2010-11 in India, the Government of Goa is pleased to constitute a District Level Co-ordination Committee comprising of following officers to ensure smooth and efficient conduct of the Ninth Agricultural Census 2010-11 to be held in Goa during the current year in respective District as follows.

#### North Goa District

- |                                |           |
|--------------------------------|-----------|
| 1. Collector, North Goa        | Chairman. |
| 2. Deputy Collector, North Goa | Member.   |
| 3. Mamlatdars                  | Members.  |
| 4. Block Development Officers  | Members.  |

- |   |                   |
|---|-------------------|
| 5. Zonal Agricultural Officers  | Members.          |
| 6. Joint Director, Directorate of Planning, Statistics & Evaluation, Panaji | Member Secretary. |

**South Goa District**

- |   |                   |
|---|-------------------|
| 1. Collector, South Goa   | Chairman.         |
| 2. Deputy Collector, South Goa  | Member.           |
| 3. Mamlatdars   | Members.          |
| 4. Block Development Officers   | Members.          |
| 5. Zonal Agricultural Officers  | Members.          |
| 6. Joint Director, Directorate of Planning, Statistics & Evaluation, Panaji | Member Secretary. |
1. The Committee shall meet atleast once in a month and review the Census related works.
  2. The Committee shall be responsible to sort out all issues concerning identification and appointment of staff to carry out field duties.
  3. The Committee shall submit its report to the Agriculture Census Commissioner and Deputy Agriculture Census Commissioner.

By order and in the name of the Governor of Goa.

*Anand Sherkhane*, Director and ex officio Joint Secretary (Planning).

Panaji, 30th June, 2011.

**Department of Power**

Office of the Chief Electrical Engineer

—

**Order**

No. CEE/Estt/CGRF/22-03-10/Recruit/1393

Government is pleased to re-employ Shri V. K. Jha (IAS) to the post of "Chairperson" on the Consumer Grievances Redressal Forum (CGRF), Government of Goa under sub-regulation(3) of regulation(3) of Joint Electricity Regulatory Commission (Constitution of the Forum for Redressal Grievances of the Consumers) Regulation, 2009, (No. JERC/04/2009) for the State of Goa and Union Territories.

His period of appointment shall be of 3 years effective from the date he assumes office.

His headquarter shall be at Vidyut Bhavan, Vasco-Goa.

He shall draw pay and allowances in the scale of pay applicable at the time of retirement, in terms of Central Civil Services (Fixation of pay of Re-employed Pensioner), Orders 1986, under the Budget Head "2801—Power, 80—General, 800—Other Expenditure, 01— Goa State Electricity Regulatory Commission (Non-Plan), 01—Salaries".

In case of travel outside headquarters, TA/DA shall be admissible as per entitlement.

The appointee shall be liable for removal from office in accordance with the provisions of regulations of CGRF.

He should report to the office of the Consumer Grievances Redressal Forum (CGRF), Vidyut Bhavan, Vasco-Goa by 25-06-2011.

By order and in the name of the Governor of Goa.

*S. Kumaraswamy*, Secretary (Power).

Panaji, 20th June, 2011.

**Order**

No. CEE/Estt/CGRF/22-03-10/Recruit/1394

Government is pleased to re-employ Shri Nelson Iype P., to the post of "Member" on the Consumer Grievances Redressal Forum (CGRF), Government of Goa under sub-regulation(3) of regulation(3) of Joint Electricity Regulatory Commission (Constitution of the Forum for Redressal Grievances of the Consumers) Regulation, 2009, (No. JERC/04/2009) for the State of Goa and Union Territories.

His period of appointment shall be of 3 years effective from the date he assumes office.

His headquarter shall be at Vidyut Bhavan, Vasco-Goa.

He shall draw pay and allowances in the scale of pay applicable at the time of retirement, in terms of Central Civil Services (Fixation of pay of Re-employed Pensioner), Orders, 1986, under the Budget Head "2801—Power, 80—General, 800—Other Expenditure, 01— Goa State Electricity Regulatory Commission (Non-Plan), 01—Salaries".

In case of travel outside headquarters, TA/DA shall be admissible as per entitlement.

The appointee shall be liable for removal from office in accordance with the provisions of regulations of CGRF.

He should report to the office of the Consumer Grievances Redressal Forum (CGRF), Vidyut Bhavan, Vasco-Goa by 25-06-2011.

By order and in the name of the Governor of Goa.

*S. Kumaraswamy*, Secretary (Power).

Panaji, 20th June, 2011.

#### Notification

No. 32/JERC/CGRF/CEE/TECH/85

The Consumer Grievances Redressal Forum, Government of Goa which has been set up at Vidyut Bhavan, Vasco-Goa as per Section No. 42(5) of the Electricity Act, 2003 (36 of 2003) and regulation No. 3 of Electricity Regulatory Commission Regulations, 2009 vide notification No. 32/JERC/CGRF/CEE/TECH/6 dated 23-3-2010 shall start functioning from 30-06-2011.

The consumers at large shall kindly note the same.

By order and in the name of the Governor of Goa.

*S. Kumaraswamy*, Secretary (Power).

Panaji, 29th June, 2011.

#### Department of Public Health

#### Order

No. 5/20/84-III/PHD

On account of retirement of Dr. B. S. Cuncolienkar, Medical Superintendent of Institute of Psychiatry and Human Behaviour on 30-06-2011, Dr. Rajan Kunkolienkar, Medical Superintendent of Goa Medical College shall hold the charge of Medical Superintendent of Institute of Psychiatry and Human Behaviour, in addition to his own duties, with immediate effect till further orders.

By order and in the name of the Governor of Goa.

*D. G. Sardesai*, Joint Secretary (Health).

Porvorim, 30th June, 2011.

#### Department of Public Works

Office of the Principal Chief Engineer

#### Order

No. 34/2/2011/PCE-PWD-ADM(II)/169

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide its letter No. COM/II/11/36(1)/2011/86 dated 28-06-2011, Government is pleased to promote the following Assistant Engineer/Assistant Surveyor of Works/Engineering Assistant (Civil) to the post of Executive Engineer/Surveyor of Works (Civil) on regular basis in Public Works Department, Group 'B', Gazetted in the pay scale of ₹ 15,600-39,100+G.P 6,600/- with immediate effect.

Sr. No. Name of the Officer

1. Shri M. V. Parvatimath.
2. Shri R. M. Pandit.
3. Shri Shivanand S. Salelkar.
4. Shri Dilip V. Mulgaonkar.
5. Shri Satish Tirodkar.
6. Shri A. N. V. Achutarao.

The Officer at Sr. No. (1) above is posted as Surveyor of Works in Circle Office I, PWD, Altinho, Panaji in the existing vacancy. The Officers from Sr. No. (2) to (6) above, shall however, continue to hold the post in their respective place of postings, until further orders.

They shall be on probation for a period of two years as per the Recruitment Rules.

They shall exercise option for pay fixation within a period of one month from the date of issue of this order in terms of F.R. 22(I)(a)(1).

By order and in the name of the Governor of Goa.

*J. J. S. Rego*, Principal Chief Engineer & ex officio Addl. Secretary (PWD) .

Panaji, 30th June, 2011.

#### Order

No. 34/2/2011/PCE-PWD-ADM(II)/170

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide its letter No. COM/II/11/36(1)/2011/86 dated 28-06-2011, Government is pleased to promote Shri Ulhas R. Kerkar, Assistant Engineer/Assistant Surveyor of Works/Engineering

Assistant (Civil) to the post of Executive Engineer/ Surveyor of Works (Civil) on officiating basis in Public Works Department Group 'A', Gazetted in the pay scale of ₹ 15,600-39,100+G.P. 6,600/- with immediate effect.

He shall however, continue to hold the post as Executive Engineer, Division VII, PWD, Panaji, until further orders.

By order and in the name of the Governor of Goa.

*J. J. S. Rego*, Principal Chief Engineer & ex officio Addl. Secretary (PWD).

Panaji, 30th June, 2011.

◆◆◆  
Department of Revenue

—  
**Order**

No. 22/2/2011-RD

Ref.: Order No. 26/2/2011-RD dated 14-06-2011.

The Governor of Goa is pleased to order transfer of Shri Savio C. Silveira, Inspector of Surveys and Land Records in the office of Directorate of Settlement and Land Records, Panaji and post him in the Office of Inspector of Surveys and Land Records, Quepem, with immediate effect, in public interest.

By order and in the name of the Governor of Goa.

*Pandharinath N. Naik*, Under Secretary (Rev-I).

Porvorim, 1st July, 2011.

—  
**Order**

No. 23/6/2010-RD

Whereas, the Government of Goa, vide Notification No. 23/6/2010-RD dated 05-08-2010, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II No. 20 dated 12-08-2010, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for const. of main road Fatorpa to near Saraswati temple to Buringwada in Balli, Adnem in

Quepem Constituency in Village Tiloi of Quepem and Village Cuncolim of Salcete Taluka (hereinafter referred to as the "said public purpose");

And Whereas, the Government of Goa considered the report made by the Collector under sub-section (2) of Section 5-A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 23/6/2010-RD dated 10-02-2011, issued under Section 6 of the said Act and published in the Official Gazette, Series II No. 47 dated 17-02-2011, declared that the said land is required for the said public purpose.

Now, Therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, South Goa District, Margao-Goa to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

*Pandharinath N. Naik*, Under Secretary (Rev-I).

Porvorim, 24th June, 2011.

—  
**Order**

No. 22/8/2010-RD

Whereas, the Government of Goa, vide Notification No. 22/8/2010-RD dated 27-04-2010, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II No. 6 dated 06-05-2010, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for development of Government Village School Playground at Bastora in Bardez Taluka (hereinafter referred to as the "said public purpose");

And Whereas, the Government of Goa considered the report made by the Collector under sub-section (2) of Section 5A of the said Act and on being



satisfied that the said land is needed for the said public purpose, vide Notification No. 22/8/2010-RD dated 25-01-2011, issued under Section 6 of the said Act and published in the Official Gazette, Series II No. 45 dated 03-02-2011, declared that the said land is required for the said public purpose.

Now, Therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, North Goa District, Panaji to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

*Pandharinath N. Naik*, Under Secretary (Rev-I).

Porvorim, 24th June, 2011.

#### Notification

No. 22/29/2010-RD

Whereas by Government Notification No. 22/29/2010-RD dated 17-01-2011 published on pages 1102 to 1104 of Series II No. 44 of the Official Gazette, dated 27-01-2011 and in two newspapers (1) "Tarun Bharat" dated 20-01-2011 (2) "Herald" dated 20-01-2011, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. Land Acquisition for the construction of access road to Sports Complex, Sawalwada, Pernem, for hosting of the 36th National Games, 2011.

And Whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, Therefore, the Government hereby declares, under Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints, under clause (c) of Section 3 of the said Act, the Deputy Collector & SDO Pernem to perform the functions of a Collector, North Goa District, Panaji, for all proceedings hereinafter to be taken in respect of the said land, and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said Deputy Collector & SDO, Pernem till the award is made under Section 11.

#### SCHEDULE

(Description of the said land)

Taluka: Pernem		Village: Pernem	
Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.	
1	2	3	
42 2	O: Ragunath Narayan Deshprabhu. Vithoba Shivram Sawal Desai. Krishnaji Parshuram Deshprabhu. T: Ragu Pundalik Sawal Desai. Namdev Shankar Sawal Desai. Vithoba Shivram Sawal Desai.	2	
42 3 part	O: Sitaram Ghanashyam Shenvi Desai. Gunaji Balkrishna Sawal Desai. T: Gunaji Balkrishna Sawal Desai.	226	
42 4	O: Sitaram Ghanashyam Shenvi Desai. T: Satu Rama Degwekar.	80	
42 5 part	O: Rajendra Vasudev Deshprabhu. Shivram Anant Shenvi Desai. T: Laxmi Babaji Sawal Desai. Hari Kashiram Cascar.	192	
42 6	O: Ragunath Narayan Deshprabhu.	117	



Director of Transport, for further period of six months i.e. upto 31-10-2011.

By order and in the name of the Governor of Goa.

*Arun L. Desai, Director & ex officio Joint Secretary (Tpt.).*

Panaji, 30th June, 2011.

## Department of Tribal Welfare

Directorate of Tribal Welfare

### Order

No. 1/20/2011-12/TWD/Part VII/1318

Government is pleased to constitute Tripartite Committee/Planning Authority under the Chairmanship of Hon'ble Minister for Tribal Welfare consisting of the following members:

1. Hon'ble Minister for Tribal Welfare	Chairman.
2. Chairman, Goa Commission for Scheduled Castes and Scheduled Tribes	Member.
3. Chief Secretary	Member.
4. Secretary, Finance/Planning	Member.
5. Secretary, Tribal Welfare	Member.
6. Chairman, Goa State Scheduled Tribes, Finance and Development Corporation	Member.
7. Vasudev M. Gaunkar, MLA	Member.
8. Ramesh Tawadkar, MLA	Member.
9. Director of Tribal Welfare	Member Secretary.

The Committee shall meet twice a year under the Chairmanship of Hon'ble Minister for Tribal Welfare to review the implementation of Tribal Sub-Plan and also to suggest the measures to different line departments to ensure effective implementation of Tribal Sub-Plan.

By order and in the name of the Governor of Goa.

*Dipak S. Desai, Director & ex officio Joint Secretary (Tribal Welfare).*

Panaji, 4th July, 2011.

## Department of Water Resources

Office of the Chief Engineer

### Order

No. 74-1-82/CE-WR/Adm.II/332

Government is pleased to order transfer of Shri Agnelo J. Dias, Assistant Surveyor of Works, Works Div. XIII, Water Resources Department, Gogal-Margao to Office of the Addl. Chief Engineer (Mandovi Basin), Water Resources Department, Data Centre Laboratory Bldg., Porvorim, with immediate effect.

The concerned Head of Office should relieve the above transferee immediately and copy of relieving order be endorsed to this office.

The above transfer order is issued on his request.

By order and in the name of the Governor of Goa.

*S. T. Nadkarni, Chief Engineer & ex officio Additional Secretary (WR).*

Panaji, 27th June, 2011.

### Notification

No. 4/4/EO-WRD/212

Read: Notification No. 4/4/EO-WRD/210

In exercise of the powers conferred by clause (g) of sub-section (1) of Section 4 of the Goa Tillari Irrigation Development Corporation Act, 1999 (Goa Act 6 of 1999), the Government of Goa is pleased to nominate Shri Savio G. De Souza as Non-Official Director of the Goa Tillari Irrigation Development Corporation, with immediate effect.

By order and in the name of the Governor of Goa.

*Sd/- (S. T. Nadkarni), Chief Engineer & ex officio Additional Secretary (WRD).*

Panaji, 4th July, 2011.

**Notification**

No. 4/4/EO-WRD/210

Read: (1) Notification No. 4/4/EO-WRD/480  
dated 06-11-2006.

(2) Notification No. 4/4/EO-WRD/481  
dated 06-11-2006.

In exercise of the powers conferred by  
sub-section (3) of Section 4 of the Goa Tillari  
Irrigation Development Corporation Act, 1999 (Goa

Act 6 of 1999), the Government of Goa is pleased to  
terminate the term of office of Shri Arthur Sequeira,  
Non-Official Director/Vice-Chairman of the Goa  
Tillari Irrigation Development Corporation, with  
immediate effect.

By order and in the name of the Governor  
of Goa.

Sd/- (S. T. Nadkarni), Chief Engineer & ex officio  
Additional Secretary (WRD).

Panaji, 4th July, 2011.

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